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9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

11 FRANCIE E. MOELLER, *et al.*,

Case No. C 02 5849 PJH NC

12 Plaintiffs,

CLASS ACTION

13 v.

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS SETTLEMENT**

14 TACO BELL CORP.,

Date: September 24, 2014

Time: 9:00 a.m.

15 Defendant.

**The Honorable Phyllis J. Hamilton
Courtroom 3, 3rd Floor**

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18 The parties to this action having entered into a Settlement Agreement and having applied
19 to this Court for preliminary and final approval of the Settlement Agreement and the terms
20 thereof; this Court on June 4, 2014 having granted preliminary approval to the Settlement
21 Agreement, which is attached as Exhibit 1 to this Court's June 4 Order, and having directed
22 notice of the settlement, its terms, and the applicable procedures and schedules to be provided
23 to class members; this Court having set a final Fairness Hearing for September 24 to determine
24 whether the Settlement Agreement should be granted final approval, pursuant to Federal Rule
25 of Civil Procedure 23(e), as "fair, adequate and reasonable;" and all proposed class members
26 having been given an opportunity to comment on the settlement;
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1 NOW, THEREFORE, IT IS HEREBY ORDERED, upon consideration of the Settlement
 2 Agreement, the parties' briefs, declarations, and oral arguments in support thereof, and the
 3 proceedings in this action to date, as follows:

4 1. The Class Notice distributed to Class Members, pursuant to this Court's order, was
 5 accomplished in all material respects, and fully met the requirements of Rule 23 of the Federal
 6 Rules of Civil Procedure, due process, and any other applicable law.

7 2. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this Court grants
 8 final approval to the Settlement Agreement. The Court finds that the Settlement Agreement is
 9 fair, reasonable, and adequate in all respects, including the attorneys' fees provisions. The
 10 Court confirms the finding in its June 4 Order that the Settlement Agreement is the result of
 11 extensive, arms' length negotiations between the parties after extensive and lengthy litigation.
 12 The Court specifically finds that the settlement is rationally related to the strength of plaintiffs'
 13 and class members' claims given the risk, expense, complexity, and duration of further
 14 litigation. This Court also finds that the Settlement Agreement is the result of arms-length
 15 negotiations between experienced counsel representing the interests of the plaintiffs and
 16 defendants, after thorough factual and legal investigation. *Staton v. Boeing*, 327 F.3d 938, 960
 17 (9th Cir. 2003); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

18 3. The Court further finds that the response of the Class to the settlement supports
 19 settlement approval. No Class members have objected to the injunctive relief provided by the
 20 settlement. Although two class members objected that the settlement did not provide monetary
 21 relief to class members, such relief is not available in this case as a result of this Court's
 22 decision decertifying class monetary relief. The Settlement Agreement does not release class
 23 members' damages claims, and does not prevent class members from bringing their own
 24 damages claims.

25 IT IS SO ORDERED.

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 27 DATED: 9/24/14

